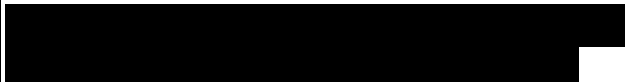


DHSC Terms and Conditions for the Supply of Goods

The Authority	Secretary of State for Health and Social Care 39 Victoria Street, Westminster, London SW1H 0EU
The Supplier	BOC Limited The Priestley Centre, 10 Priestley Road, Guildford, Surrey, GU2 7XY, England (registered at Companies House with registration number 337663)
Date	13/09/2021
Type of Goods	Medical Oxygen Supply Equipment
The Sub-Contractor(s)	None
Domestic/Overseas Supplier	Domestic
Document Created by	

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules (“**Schedules**”) below. The Authority and the Supplier undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods on the terms of this Contract. For the avoidance of doubt, the Contract consists of the terms set out in the Order Form and the Schedules, together with the annexes as stated.

The Definitions in Schedule 3 apply to the use of all capitalised terms in this Contract.

Schedules

Schedule 1	Key Provisions & Goods Specification
Schedule 2	General Terms and Conditions (as amended in writing between the Supplier and the Authority)
Schedule 3	Definitions and Interpretations
Schedule 4	Additional Special Conditions

Order Form

1. Contract Reference	C46572
2. Date	13/09/2021
3. Authority	Secretary of State for Health and Social Care 39 Victoria Street, Westminster, London SW1H 0EU
4. Supplier	BOC Limited The Priestley Centre, 10 Priestley Road, Guildford, Surrey, GU2 7XY, England (registered at Companies House with registration number 337663)
5. The Contract	<p>The Supplier shall supply the Goods described below on the terms set out in this Order Form and the Schedules and Annex 1.</p> <p>Unless the Contract otherwise requires, capitalised terms used in this Order Form have the same meanings as in Schedule 3.</p> <p>In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.</p> <p>Please do not attach any supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>
6. Goods to be Supplied	<p>O2 Connect Manifold Kit: [REDACTED]</p> <p>O2 Connect Trolleys: [REDACTED]</p> <p>Description: as further described in the Specification at Annex 1.</p> <p>The Supplier agrees to supply each of the Goods with a reasonably detailed, comprehensible and accurate user instruction manual.</p> <p>The Parties acknowledge and agree that any supply by the Supplier of the Goods (and the payment of any Charges by the Authority) shall be conditional upon the Supplier supplying, in advance of or upon any such supply, technical and other details that would, in the opinion of the Authority (acting reasonably), be sufficient for the purposes of obtaining either: (i) CE marking</p>

	<p>pursuant to Regulation 10 or 36 of the MDR (as defined in Schedule 4) (or equivalent) (“CE Marking”), as applicable; or (ii) a Product Authorisation (as defined in clause 1 of Schedule 4) from the Secretary of State for Health and Social Care in respect of the Goods. The Supplier shall use its best efforts to obtain CE Marking or, if applicable, the Product Authorisation as soon as reasonably possible after commencement of the Term.</p> <p>If: (i) within 3 months of the first delivery of the Goods, the requisite CE Marking or Product Authorisation has not been issued, the Authority shall be entitled immediately to terminate this Contract on written notice to the Supplier; and (ii) the failure to obtain the requisite CE Marking or Product Authorisation by such date was not due to any act or omission of the Supplier, as soon as reasonably practicable after any such Contract termination, the Authority shall pay to the Supplier an amount equal to the purchase price of any Component Parts acquired by the Supplier (acting reasonably) from the Sub-Contractor prior to the date of any such Contract termination and in anticipation of its required supply of Goods in accordance with the terms of this Contract. Any such payment by the Authority shall be subject to the provision by the Supplier to the Authority of any relevant purchase receipts, invoices, accounts or other documents that evidence, to the reasonable satisfaction of the Authority, the relevant purchases and purchase prices paid by the Supplier in such regard.</p>
<p>7. Delivery Schedule</p>	<p>The Goods shall be delivered by the Supplier to the Authority on the agreed following dates in accordance with the delivery instructions set out in paragraph 8 below:</p> <p>Delivery will commence 6 weeks after receipt of an order from the Authority. The delivery schedule will be as follows:</p> <p>Drop 1 (week 6) – [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>Drop 2 (week 7) – [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>Drop 3 (week 8) – [REDACTED] [REDACTED] [REDACTED]</p> <p>Any changes to the above delivery dates shall be subject to prior written agreement of authorised representatives of both Parties. Each Party shall act reasonably at all times in determining whether to agree to any revised delivery dates.</p>

8. Delivery instructions	<p>The Goods shall be delivered to the following address and marked for the attention of the following individual(s):</p> <p>This will be a single destination in England mainland. The Authority will inform the Supplier at point of readiness for delivery.</p>																									
9. Specification	<p>The specification of the Goods is as set out in Annex 1 to Schedule 1.</p>																									
10. Term	<p>The Term shall commence on the Commencement Date and shall expire on the date on which the Authority receives each and every delivery of Goods in full and in accordance with the Delivery Schedule.</p>																									
11. Charges	<p>The Charges for the Goods shall be set out below.</p> <table><tr><th>Description</th><th>Price per unit (exl VAT)</th><th>Total # items</th><th>Total Price (exl VAT)</th><th>Currency</th></tr><tr><td>O2 Connect Manifold Kit</td><td></td><td></td><td></td><td>£ (Sterling)</td></tr><tr><td>O2 Connect Trolleys</td><td></td><td></td><td></td><td></td></tr><tr><td>Delivery</td><td></td><td></td><td></td><td></td></tr><tr><td>Total Price</td><td colspan="4">plus VAT and shipping</td></tr></table>	Description	Price per unit (exl VAT)	Total # items	Total Price (exl VAT)	Currency	O2 Connect Manifold Kit				£ (Sterling)	O2 Connect Trolleys					Delivery					Total Price	plus VAT and shipping			
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O2 Connect Manifold Kit				£ (Sterling)																						
O2 Connect Trolleys																										
Delivery																										
Total Price	plus VAT and shipping																									
12. Payment	<p>All invoices must be sent quoting a valid purchase order number to: </p> <p>Within 10 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the “PO Number”). You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be send quoting a valid purchase order number. Copy invoices requiring payment must be sent with all statement of accounts with supporting documents. The minimum supporting documents required are an invoice and packing list.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non- compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to the email address referenced above.</p>																									

13. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
14. Supplier's Authorised Representative(s)	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
15. Address notices	<p>for Authority:</p> <p>Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>Supplier:</p> <p>BOC Limited, The Priestley Centre, 10 Priestley Road, Guildford, Surrey, GU2 7XY, England (registered at Companies House with registration number 337663)</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Email: [REDACTED]</p> <p>[REDACTED]</p>

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions of this Schedule 1 shall apply to this Contract.

2 Order of precedence

- 2.1 Subject always to Clause 1.9 of Schedule 3 should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

2.1.1 Order Form

2.1.2 Schedule 1: Key Provisions;

2.1.3 Schedule 2: General Terms and Conditions;

2.1.4 Schedule 3: Definitions and Interpretations; and

2.1.5 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

3 Quality assurance standards ☒

- 3.1 The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods:

The manufacturer of the Goods will work to ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 management system standards.

The Goods will either have:

- a Special Authorisation from the MHRA; or
- CE marking or equivalent.

4 Purchase Orders ☒

- 4.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract and shall ensure that the any Purchase Order is clearly noted on each delivery. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

5 Inapplicable and varied Terms and Conditions

- 5.1 The Parties agree that the following provisions of Schedule 2 and Schedule 4 shall not apply to this Contract:
- 5.1.1 Schedule 2: Clauses 8, 12.2, 12.6, 16 and 20.4; and
- 5.1.2 Schedule 4: Clauses 2.2.5 and 2.2.6.
- 5.2 The Parties agree that Clause 2.3 of Schedule 2 shall be deleted in its entirety and replaced with the following:
- “The Supplier shall ensure that a delivery note shall accompany each delivery of the Goods. Where such information requirements as to the content of delivery notes are not specified or separately agreed, such delivery notes shall as a minimum contain the Authority’s order number, the name and address of the Authority and a description and quantity of the Goods.”*
- 5.3 The Parties agree that Clauses 4.2, 4.3, 4.6 and 4.7 of Schedule 2 shall be deleted in their entirety and replaced with the following:
- “4.2 Subject to Clauses 4.7 and 7.1.1 of this Schedule 2, the Authority shall visually inspect the Goods within a reasonable time following delivery (or such other period as may be set out in the Key Provisions, if any) and may by written notice, without extra charge, promptly (and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) (the “**Deadline**”) require the Supplier to replace or repair any Goods found to be damaged or otherwise not complying with the requirements of this Contract. If the Supplier fails to replace or repair (to the satisfaction of the Authority (acting reasonably)) the Goods in question by the Deadline, the Authority may by written notice to the Supplier reject the damaged or otherwise non-compliant Goods in question (“**Rejected Goods**”).”
- “4.3 Without prejudice to the provisions of Clause 4.5 of this Schedule 2, upon rejection of any Goods in accordance with Clause 4.2 Schedule 2, the Supplier shall, at the Authority’s written request:
- 4.3.1 collect the Rejected Goods at the Supplier’s risk and expense within 10 Business Days of issue of written notice from the Authority rejecting the Rejected Goods and reimburse the Authority for any Charges paid in connection with the Rejected Goods (including without limitation any pre-payment or advance payments); or
- 4.3.2 without extra charge, promptly (and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) supply replacements for the Rejected Goods to the Authority subject to the Authority not cancelling its purchase obligations in accordance with Clause 4.5 of this Schedule 2.
- If the Supplier requests and the Authority accepts that the Rejected Goods should be disposed of by the Authority rather than returned to the Supplier, the Authority reserves the right to charge the Supplier for the costs*

associated with the disposal of the Rejected Goods and the Supplier shall promptly pay any such costs.”

“4.6 *Without prejudice to any other provisions of this Contract or any other warranties or guarantees applicable to the Goods supplied and subject to Clauses 4.7 and 7.1.1 of this Schedule 2, if at any time following the date of the delivery of any Goods, all or any part of such Goods are found to be defective or otherwise not in accordance with the requirements of this Contract (“**Defective Goods**”), the Supplier shall, at the Authority’s discretion:*

4.6.1 *upon written request and without charge, promptly (and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) remedy the deficiency by repairing such Defective Goods; or*

4.6.2 *upon written notice of rejection from the Authority, treat such Defective Goods as Rejected Goods in accordance with Clauses 4.2 to 4.5 of this Schedule 2.”*

“4.7 *The Supplier shall be relieved of its liabilities under Clauses 4.2, 4.5 and/or Clause 4.6 of this Schedule 2 to the extent only that the Goods are damaged, there are defects in the Goods and/or the Goods fail to comply with the requirements of this Contract due, in each case, to any acts or omissions of the Authority.”*

5.4 The Parties agree that Clause 7.1.1 of Schedule 2 shall be deleted in its entirety and replaced with the following:

“the Goods shall: (a) be of satisfactory quality; (b) be free from defects in design, material and workmanship and remain so for a period of 12 (twelve) months from delivery; and (c) shall comply with the standards and requirements set out in this Contract, including those relating to CE Marking or those set out in Schedule 4 relating to Product Authorisations, as applicable;”

5.5 The Parties agree that Clause 7.1.20 of Schedule 2 shall be deleted in its entirety and replaced with the following:

“it will promptly (and in any event within one (1) Business Day) notify the Authority of any health and safety hazard of which the Supplier is aware, or the Supplier is aware may arise, in connection with the Goods and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;”

5.6 The Parties agree that Clause 7.2.1 of Schedule 2 shall be deleted in its entirety and replaced with the following:

“within 3 months of delivery of the Goods to the Authority, all such Goods which are medical devices shall be subject either to CE Marking or a Product Authorisation (as such term is defined in Schedule 4), as applicable, and that all relevant marking, authorisation, registration, approval and documentation requirements as required under Law and Guidance relating to the sale, manufacture, assembly, importation, storage, distribution, supply, delivery, or installation of such Goods shall have been complied with. Without limitation to the foregoing provisions of Clause 7.1 and 7.2 of this Schedule 2, the Supplier shall, upon written request from the Authority, make

available to the Authority evidence of the issuance of such CE Marking or Product Authorisation, and evidence of any other authorisations, registrations, approvals or documentation required;"

- 5.7 The Parties agree that Clause 7.2.3 of Schedule 2 shall be deleted in its entirety and replaced with the following:

"it shall maintain, and no later than any due date when it would otherwise expire, obtain a renewal of, any authorisation, registration or approval (including without limitation any Product Authorisation and/or marketing authorisation and any CE Marking required in relation to the Goods in accordance with Law and Guidance until such time as the Goods expire or the Authority notifies the Supplier in writing that it has used or disposed of all units of the Goods supplied under this Contract."

- 5.8 The Parties agree that Clause 9.1.1 shall be deleted in its entirety and replaced with the following:

"any injury to any person, including injury causing death,"

- 5.9 The Parties agree that Clause 13.1 shall be deleted in its entirety and replaced with the following:

"13.1 Within thirty days of the expiry or earlier termination of this Contract:

13.1.1 the Authority agrees to pay the Supplier for the Goods which have been supplied by the Supplier and not rejected by the Authority in accordance with this Contract prior to expiry or earlier termination of this Contract; and

13.1.2 the Supplier shall reimburse the Authority for any Charges paid in connection with Goods (including without limitation any pre-payment or advance payments) not delivered at the date of expiry or earlier termination of this Contract. The payment of any such reimbursement shall be subject to the prior payment by the Authority of any applicable Schedule 4 Termination Payment (as defined in Clause 2.2.4 of Schedule 4) and the amount of any such reimbursement may be offset against, and shall be reduced by the amount of, any Schedule 4 Termination Payment that is payable by the Authority."

- 5.10 The Parties agree that Clause 2.2.4 of Schedule 4 shall be deleted in its entirety and replaced with the following:

*"the Supplier shall notify the Authority promptly of any exceptional and unforeseen events or circumstances which may impact upon the Supplier's ability to manufacture and supply Goods in accordance with this Contract and the Authority's requirements ("**Relevant Circumstances**"). If, as a direct result of any Relevant Circumstances, the Supplier is or is likely to be subject to delays in manufacturing and supplying any of the Goods to the Authority in accordance with the terms of this Contract, the Authority shall be entitled by notice in writing to terminate all or part of this Contract. As soon as reasonably practicable after any such Contract termination (in whole or part), the Authority shall pay to the Supplier an amount equal to the purchase price of any Component Parts acquired by the Supplier (acting reasonably) from the Sub-Contractor prior to the date of any such termination and in anticipation of its required*

*supply of such Goods in accordance with the terms of this Contract (a “**Schedule 4 Termination Payment**”). Any such Schedule 4 Termination Payment by the Authority shall be subject to the provision by the Supplier to the Authority of any relevant purchase receipts, accounts or other documents that evidence, to the reasonable satisfaction of the Authority, the relevant purchases and purchase prices paid by the Supplier in such regard.”*

ANNEX 1 – GOODS SPECIFICATION

O2Connect

Oxygen Autochange Manifold

Introduction

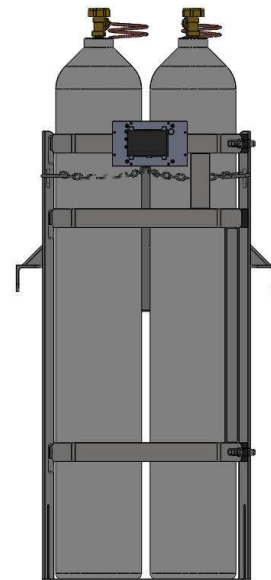
Introducing the O2Connect. A dual cylinder system used as a method to supply Oxygen, as either back up, or supplementary supply to the Medical Gas Pipeline System (MGPS).

The O2Connect is an easy to use, high capacity supply support to assist in

- Supporting wards and department during shutdown
- Emergency use during system failure/pipeline breach
- Adding additional resilience into the MGPS when the demand for Oxygen is high

Features and benefits

- High flow - Up to 300 l/min (combined outlet flows)
- Automated change over system, providing continuity of supply
- Complies with guidance in HTM02-01 & SHTM02-01
- Ergonomically designed trolley to provide safe movement of cylinders
- Large LCD display provides actual oxygen levels by % per cylinder
- Oxygen monitor includes oxygen sensor and local audible/visible alarms
- Visual and audible alarms for cylinder change over
- complies with guidance in HTM02-01 & SHTM02-01



Assured Quality/Standards

The relevant parts of the O2Connect Kit are CE Marked to the Medical Device Directive (class IIA), which includes testing for leak rate, pull test, flow capacity and the correct gas specific connections.

All probes and NISTs comply with BS5682 and are manufactured from stainless steel for superior wear characteristics. Hoses are compliant with EN739 and are made from materials compliant with ISO EN 15001.

For more information

Call: 0161 930 6010
Email: bochealthcare-uk@boc.com
Visit: www.bochealthcare.co.uk
Order online: www.boconline.co.uk/shop

Specifications

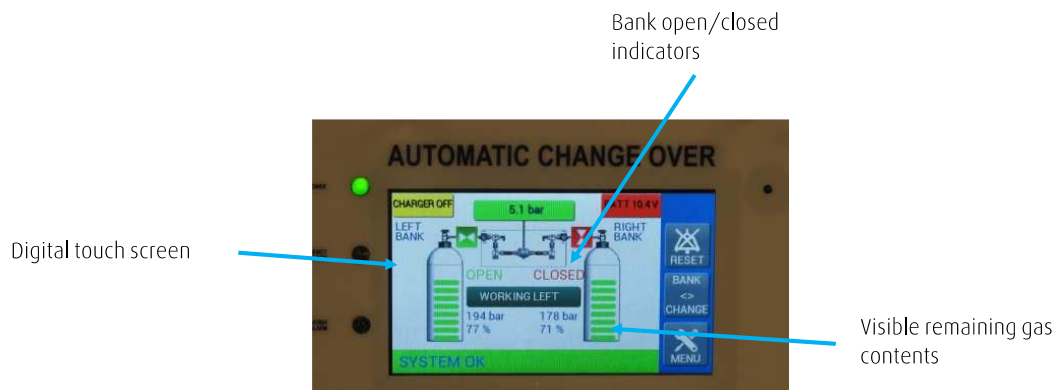
Dimensions (frame)	1206 x 695 x 440mm (h x w x d)
Dimensions (trolley)	1411x 835 x 770mm (h x w x d)
Weight (frame)	50kg (tare)
Flow	Up to 300 L/min (combined outlet)
Pressure (inlet)	137, 200, 230, 300 bar
Pressure (outlet)	4 bar (+/- 0.5 bar)
Outlet connection	2 x BS probe hose, 2 x NIST probe

For more information

Call: 0161 930 6010
Email: bochealthcare-uk@boc.com
Visit: www.bochealthcare.co.uk
Order online: www.boconline.co.uk/shop

Compliance

ISO 15001 Aesthetic and respiratory equipment.
ISO 10524-2 Pressure regulators for use with medical gases
ISO 60601-1 Medical Electrical Equipment CE marked



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